

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY
EMPLOYEES, AFSCME, AFL-CIO, LOCAL #1652-Z
AND
KING COUNTY
AGREEMENT ON WAGES AND MATTERS DIRECTLY RELATED TO
WAGES
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PREAMBLE

These Articles Constitute an Agreement, terms of which have been negotiated in good faith, between King County and Washington State Council of County and City Employees, Superior Court Family Court Services Social Workers. This agreement shall be subject to approval by Ordinance of King County Council. This agreement was entered into for the purpose of setting forth the mutual understandings of the parties regarding wages and related matters that are within the legal jurisdiction of King County.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees and to set forth the mutual understandings of the parties with respect to wages and matters directly related to the wages of the King County Superior Court Family Court Operations doing the work of Social Worker. Each of the provisions in this agreement is included only so far as it may apply to wages. Non-wage aspects of such provisions are not within the legal authority of King County to negotiate and are not covered by the terms of this agreement.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 1.** The County recognizes Washington State Council of County and City Employees,
3 AFSCME, AFL-CIO, as the exclusive bargaining representative relative to wages only for those
4 employees working full-time regular or part-time regular in the classification of Family Court Services
5 Social Worker in King County Superior Court Family Court Operations. Matters within the control or
6 within the legal jurisdiction of the Superior Court are not covered by this Agreement.

7 **Section 2.** Employees who are presently members in the Union and new employees hired after
8 the effective date of this Agreement have an obligation to maintain membership in good standing or to
9 pay agency fees to the extent required by law during the term of this Agreement, provided, however,
10 that nothing contained in this Section shall require an employee to join the Union whose religious
11 beliefs prohibit the payment of dues or initiation fees to union organizations, in which case the
12 employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-
13 religious charitable organization mutually agreed upon by the employee affected and the bargaining
14 representative to which such employee would otherwise pay the dues and initiation fee. The employee
15 shall furnish written proof that such payment has been made.

16 **Section 3.** Upon receipt of written authorization individually signed by a bargaining unit
17 employee, the County shall have deducted from the pay of such employee the amount of dues as
18 certified by the business manager of the Union.

19 **Section 4.** The Union will indemnify, defend and hold the County harmless against any claims
20 made against any suit instituted against the County on account of action taken or not taken by the
21 County relative to any check-off of dues for the Union. The Union agrees to refund to the County any
22 amounts paid to it in error on account of the check-off provision upon presentation or proper evidence
23 thereof.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 The management of the King County Superior Court and the direction of the work force is
3 vested exclusively in King County Superior Court. All the rights, responsibilities and prerogatives that
4 are inherent in the County by virtue of all federal, state, and local laws and regulations provisions shall
5 not be subject to any grievance or arbitration proceeding.

6 The right to define and implement a new payroll system, including but not limited to a biweekly
7 payroll system, is vested exclusively in King County. Implementation of such system may include a
8 conversion of wages and leave benefits into hourly amounts and the parties recognize King County's
9 exclusive right to make the changes necessary to implement such payroll system. The Union and the
10 County will meet to negotiate the impact of such a system on the members represented by this
11 Agreement.

ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY

The County or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment as contained in this agreement because of race, color, religion, sexual orientation, Union membership, political ideology, marital status, national origin, age, sex, or any sensory, mental or physical handicap (SMPH) unless based on a bona fide occupational qualification reasonably necessary to the operations of the County. Allegations of unlawful discrimination shall not be a proper subject for the grievance procedure herein, but may instead be filed by an employee's complaint pursuant to the procedures outlined in King County Policy, and if not resolved, with the appropriate human rights agency.

The parties agree that personnel actions may be taken to accommodate disabilities, as may be required under the Americans with Disabilities Act (ADA), and that such an accommodation under the ADA shall take precedence over any conflicting provisions of this agreement.

ARTICLE 5: WAGE RATES

Section 1. The wage rates in effect for Social Workers shall be Range 50 of the King County Standardized Salary Schedule.

Section 2. Full time employees shall receive within range (or beyond, if applicable), step increases, on January 1st of every year, based solely on merit. The appendixes attached shall outline the potential increase amounts and qualifying evaluation levels.

Section 3. Effective January 1, 2001, wage rates in effect on December 31, 2000 will be increased by 90% of the CPI-W All Cities Index, September 1999 – September 2000 base year; provided however, that the amount produced by the application of the foregoing shall not be greater than 6.0% of said wages in effect on December 31, 2000 nor less than 2.0%.

Section 4. Effective January 1, 2002, wage rates in effect on December 31, 2001 will be increased by 90% of the CPI-W All Cities Index, September 2000 – September 2001 base year; provided however, that the amount produced by the application of the foregoing shall not be greater than 6.0% of said wages in effect on December 31, 2001 nor less than 2.0%.

Section 5. Effective January 1, 2003, wage rates in effect on December 31, 2002 will be increased by 90% of the CPI-W All Cities Index, September 2001 – September 2002 base year; provided however, that the amount produced by the application of the foregoing shall not be greater than 6.0% of said wages in effect on December 31, 2002 nor less than 2.0%.

1 **ARTICLE 6: MEDICAL, DENTAL AND LIFE INSURANCE**

2 King County presently participates in group medical, dental and life insurance programs. The
3 County agrees to maintain the level of benefits as currently provided by these plans and pay premiums
4 as currently practiced, during the life of this Agreement. The Union concurs in and agrees to the
5 County's implementation of any recommendation of the Joint Labor Management Insurance
6 Committee, which may meet at any time during the life of this agreement or after its expiration.
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ARTICLE 7: ANNUAL LEAVE

Section 1. Full-time employees shall be entitled to combined paid Annual Leave, personal business and religious holiday leave as set out in the following annual leave schedule:

Length of Service	Accrual Rate Per Hour Worked	Annual Leave in Days
Date of hire and through end of year 3	.0385	10
Upon beginning of year 4 and through year 5	.0577	15
Upon beginning of year 6 and through year 10	.0770	20
Upon beginning of year 11 and through year 25	.0962	25
Upon beginning of year 26 and through year 30	.1000	26
Upon beginning of year 31	.1039	27

Section 2. Part-time employees shall earn Annual Leave at a proportionate rate based on hours actually worked.

Section 3. A leave of absence without pay that does not exceed two calendar months shall not constitute an interruption of continuous service for the purpose of determining eligibility for additional leave credits.

Section 4. Employees shall earn Annual Leave credit monthly and are eligible to use the Annual Leave credit as it accumulates, commencing the seventh month of employment.

Section 5. Employees may accrue up to a maximum of sixty days of annual leave per year. The Court Administrator may grant an employee permission to exceed the sixty day maximum for a period not to exceed one additional year.

Section 6. Employees will submit Annual Leave requests to their supervisor for approval prior to the scheduled time off.

ARTICLE 8: SICK LEAVE

A. Employees eligible for leave benefits shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight hours per month; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.

B. During the first six months of service, employees eligible to accrue Annual Leave may, at the appointing authority's discretion, use any accrued days of Annual Leave as an extension of sick leave. If an employee does not work a full six months, any Annual Leave used for sick leave must be reimbursed to the county upon termination.

C. There shall be no limit to the hours of sick leave benefits accrued by an eligible employee.

D. Superior Court management is responsible for the proper administration of the sick leave benefit. Verification of illness from a licensed physician may be required for any requested sick leave absence.

E. Separation from or termination of county employment except by reason of retirement or layoff due to lack of work, funds or efficiency reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign in good standing or be laid off and return to county employment within two years, accrued sick leave shall be restored; provided that such restoration shall not apply where the former employment was in a term-limited temporary position.

F. Employees eligible to accrue sick leave and who have successfully completed at least five years of county service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid or as provided for by R.C.W. Title 11, as applicable, an amount equal to thirty-five percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment less mandatory withholdings.

G. Accrued sick leave may be used for the following reasons:

- 1.** The employee's bona fide illness; provided, that an employee who suffers an

1 occupational illness may not simultaneously collect sick leave and worker's compensation payments in
2 a total amount greater than the net regular pay of the employee.

3 2. The employee's incapacitating injury, provided that:

4 a. An employee injured on the job may not simultaneously collect sick leave
5 and worker's compensation payments in a total amount greater than the net regular pay of the
6 employee.

7 b. An employee may not collect sick leave for physical incapacity due to any
8 injury or occupational illness which is directly traceable to employment other than with the county.

9 3. Exposure to contagious diseases and resulting quarantine.

10 4. A female employee's temporary disability caused by or contributed to by pregnancy
11 and childbirth.

12 5. The employee's medical or dental appointments, provided that the employee's
13 appointing authority has approved the use of sick leave for such appointments.

14 6. To care for the employee's child or the child of an employee's domestic partner if
15 the following conditions are met:

16 a. The child is under the age of eighteen;

17 b. The employee is the natural parent, stepparent, adoptive parent, legal
18 guardian or other person having legal custody and control of the child;

19 c. The employee's child or the child of an employee's domestic partner has a
20 health condition requiring the employee's personal supervision during the hours of his or her absence
21 from work; and,

22 d. The employee actually attends to the child during the absence from work.

23 7. Employees shall be entitled to use sick leave in the maximum amount of three days
24 for each instance where such employee is required to care for immediate family members who are
25 seriously ill. There shall be no limit on the use of sick leave to care for children under paragraph G.6
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ARTICLE 9: LEAVE DONATION

A. Annual Leave hours.

1. Any employee eligible for leave benefits may donate a portion of his or her accrued Annual Leave to another employee eligible for leave benefits. Such donation will occur upon written request to and approval of the donating and receiving employees' department director(s), except that requests for Annual Leave donation made for the purposes of supplementing the sick leave benefits of the receiving employee shall not be denied unless approval would result in a departmental hardship for the receiving department.

2. The number of hours donated shall not exceed the donor's accrued Annual Leave credit as of the date of the request. No donation of Annual Leave hours shall be permitted where it would cause the employee receiving the transfer to exceed his or her maximum Annual Leave accrual.

3. Donated Annual Leave hours must be used within ninety calendar days following the date of donation. Donated hours not used within ninety days or due to the death of the receiving employee shall revert to the donor. Donated Annual Leave hours shall be excluded from Annual Leave payoff provisions. For purposes of this section, the first hours used by an employee shall be accrued Annual Leave hours.

B. Sick leave hours.

1. Any employee eligible for leave benefits may donate a portion of his or her accrued sick leave to another employee eligible for leave benefits upon written notice to the donating and receiving employee's department director(s).

2. No donation shall be permitted unless the donating employee's sick leave accrual balance immediately subsequent to the donation is one hundred hours or more. No employee may donate more than thirty-five hours of his or her accrued sick leave in a calendar year.

3. Donated sick leave hours must be used within ninety calendar days. Donated hours not used within ninety days or due to the death of the receiving employee shall revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions, and sick leave restoration provisions. For purposes of this section, the first hours used by an employee shall be accrued sick leave hours.

1 **C.** All donations of Annual Leave and sick leave made under this chapter are strictly
2 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other
3 compensation or benefits in exchange for donating Annual Leave or sick leave hours.

4 **D.** All Annual Leave and sick leave hours donated shall be converted to a dollar value based
5 on the donor's straight time hourly rate at the time of donation. Such dollar value will then be divided
6 by the receiving employee's hourly rate to determine the actual number of hours received. Unused
7 donated Annual Leave and sick leave shall be reconverted based on the donor's straight time hourly
8 rate at the time of reversion.

1 **ARTICLE 10: ADDITIONAL LEAVES**

2 **Section 1.** Bereavement Leave. Amount of Bereavement Leave: Full-time regular employees
3 shall be entitled to three (3) working days of bereavement leave for each instance in which death of a
4 member of the employee's "immediate family" as defined in Superior Court's Administrative
5 Guidelines, occurs.

6 Use of Annual Leave or Leave Without Pay: In any instance where more than three (3)
7 working days of leave are granted to an employee for a single bereavement, all leave in excess of the
8 bereavement leave shall be charged to Annual Leave, sick leave, or leave without pay, as the employee
9 elects.

10 **Section 2.** An employee required to serve on a jury shall continue to receive his or her regular
11 salary while so assigned. Fees paid by the court for jury duty shall be forwarded to the employer.

1 **ARTICLE 11: GRIEVANCE PROCEDURE**

2 King County and the Union recognize the importance and desirability of settling grievances
3 promptly and fairly in the interest of good employee relations and morale and to this end the following
4 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest
5 possible level of supervision.

6 Grievances are to be heard on County time. Employees will be unimpeded and free from
7 restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

8 **Section 1. Grievance Definition:** An issue raised by a signatory party to this agreement
9 relating to the application of wages and wage-related matters as set forth in this agreement.

10 **Section 2.** A grievance must be presented within fifteen (15) working days after the
11 occurrence of the incident that gave rise to such grievance. Employees have the right to union
12 representation at all levels. Grievances filed by the Union on an individual or group issue shall be filed
13 at the appropriate level with the agreement of the County in order to expedite resolution. Copies of
14 the written grievance must be made available to lower level supervision.

15 **Section 3. Procedure:**

16 **Step 1.** A grievance relating to wages shall be verbally presented by a representative of
17 the Union to the Chief Administrative Officer or designee. The Chief Administrative Officer or
18 designee shall gain all relevant facts and shall attempt to resolve the matter and notify the Union and
19 the County within five (5) working days.

20 **Step 2.** If, after thorough discussion, the decision of the Chief Administrative Officer
21 has not resolved the grievance satisfactorily, the grievance may be presented in writing to a King
22 County Labor Negotiator or designee. The Labor Negotiator or designee shall meet with the
23 employee and his or her representative to gain all relevant facts and shall attempt to settle the dispute
24 and will notify the employee and the Union in writing within fifteen (15) working days of his or her
25 decision.

26 **Step 3.** Failing resolution at Step 2, either party may request arbitration within thirty
27 (30) calendar days of the conclusion of Step 2, specifying the exact question which it wishes to
28 arbitrate. The parties shall select a third disinterested party to serve as an arbitrator. In the event

1 that the parties are unable to agree upon an arbitrator, then the arbitrator will be selected from a list
2 supplied by PERC or one of the private services, whichever source is mutually acceptable. The
3 arbitrator will be selected from the list by both the County representative and the Union. The party to
4 strike first will be determined by a coin toss. The arbitrator shall be asked to render a decision within
5 thirty (30) days after the case is heard by the arbitrator and the decision of the arbitrator shall be final
6 and binding on both parties.

7 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
8 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
9 in reaching a decision.

10 The arbitrator's fees and expenses shall be borne equally by both parties.

11 No matter may be arbitrated which the County, by law, has no authority over and has no
12 authority to change.

13 There shall be no strikes, cessation of work or walkouts during such conferences or arbitration.

14 Regardless of outcome, each party to an arbitration proceeding shall bear the full cost of its
15 representatives and witnesses.

16 **Section 4. Grievance Mediation: Alternative Dispute Resolution Procedures**

17 **A. Unfair Labor Practice.** The parties agree that thirty (30) days prior to filing a ULP
18 complaint with PERC, the complaining party will notify the other party, in writing, meet, and make a
19 good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise
20 pass or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair
21 Labor Practice.

22 **B. Grievance.** After a grievance is initially filed, the following Alternative Dispute
23 Resolution (ADR) process may be followed, with mutual consent. This process will not exceed
24 fourteen (14) calendar days:

25 **1.** A meeting will be arranged by the Union Representative and OHRM
26 Representative (or their designees) to attempt to resolve the matter.

27 **2. (a)** The meeting will include a mediator(s) and the affected parties.

28 **(b)** The parties may mutually agree to other participants such as union and

management representatives or subject matter experts.

3. The parties will meet at mutually agreeable times to attempt to resolve the matter.

4. If the matter is resolved, the grievance will be withdrawn.

5. If the matter is not resolved, the grievance will continue through the grievance process.

6. The moving party can initiate the next step in the grievance process at the appropriate times, irrespective of this process.

7. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.

This section does not supersede or preclude any use of grievance mediation later in the grievance process.

Section 5. Time limits set forth in this Article may be extended by mutual agreement in writing.

Section 6. Grievances shall be heard during normal working hours unless stipulated otherwise by the parties. Employee representatives essential to such hearings and directly involved in such grievance meetings shall be allowed to do so without suffering a loss in pay at a mutually agreeable time during their normal working hours.

Section 7. Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being fifteen (15) working days or less prior to the initial filing of the grievance.

Section 8. Election of Remedies. If Employees have access to multiple procedures for adjudicating grievances, then selection by the Employee of one procedure will preclude access to the other procedures. Selection is to be made no later than at the conclusion of Step 2 of the grievance procedure in Article 11.

Section 9. Inasmuch as this is an agreement between the County and the Union, no individual may without Union concurrence, make use of the provisions of this Article.

1 **ARTICLE 12 EMPLOYEE RIGHTS**

2 **Section 1.** The Union shall have the right to appoint stewards to represent the Union and its
3 members. The County shall be furnished with the name of the Stewards so appointed. The Stewards
4 shall see that the provisions of this Agreement are observed.

5 **Section 2.** Written policies, rules or directives affecting the terms and conditions of this
6 Agreement shall be provided the Union upon request. Proposed changes to policies, rules or
7 directives will be forwarded to the Union prior to implementation.

ARTICLE 13: HOLIDAYS

Section 1. Holidays Observed. The following days or days in lieu thereof shall be recognized as holidays without salary deduction:

New Year's Day	January 1 st
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25 th

and any day designated by public proclamation of the chief executive of the state as a legal holiday.

All holidays shall be observed in accordance with R.C.W. 1.16.050, as amended.

Section 2. Personal Holidays. Each Employee shall receive one (1) additional personal holiday to be administered through the Annual Leave plan. This day can be used in the same manner as any Annual Leave day earned.

Section 3. Holiday Pay Qualification. An employee must be in paid status on the day prior to and the day following a holiday to be eligible for holiday pay. For those employees whose normal work schedule is Monday through Friday, whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday. Those employees working shifts on other than Monday through Friday schedule shall observe holidays on the actual day of the holiday or the nearest working day to the actual holiday if the actual holiday is not a working day.

Section 4. Part-Time Regular Employees: Holiday benefits for part-time regular employees shall be prorated.

ARTICLE 14: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reasons of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 15: AUTOMOBILE EXPENSE

Employees who have been authorized to use their own transportation on Court business shall be reimbursed at the per mile rate established by County ordinance.

ARTICLE 16: WAIVER AND COMPLETE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to wages and benefits related directly to wages and the agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its terms, subject only to a desire by both parties to mutually agree to amend or supplement at any time, and except for negotiations over a successor collective bargaining agreement.

Section 1. This Agreement shall become effective January 1, 2001 and shall remain in effect until December 31, 2003.

Section 2. Contract negotiations for a succeeding contract may be initiated by either party providing to the other written notice of its intention to do so at least thirty (30) days prior to the expiration date. Lack of such notice will terminate the terms and conditions set forth in this Agreement as of the expiration date.

APPROVED this _____ day of _____, 2001

By

King County Executive

SIGNATORY ORGANIZATION:

Washington State Council of County and City Employees,
Local 1652-Z